

1 BILL NO. S-86-05-41

2 SPECIAL ORDINANCE NO. S- 101-86

3 AN ORDINANCE approving Contract for  
4 Res. 896-85, McKinnie Avenue -  
5 Senate Avenue Sanitary Sewer, by and  
6 between the City of Fort Wayne,  
7 Indiana and All Star Construction &  
8 Excavating, Inc., in connection with  
9 the Board of Public Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. The annexed Contract for Res. 896-85,  
13 McKinnie Avenue - Senate Avenue Sanitary Sewer, by and between the  
14 City of Fort Wayne, and All Star Construction & Excavating, Inc.,  
15 in connection with the Board of Public Works and Safety, for:

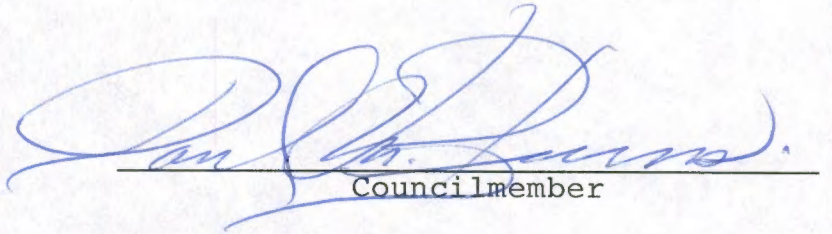
16 the elimination of pollution within  
17 the immediate area as described:  
18 Bounded on the South by the Northerly  
19 Right-of-Way of Senate Avenue thence  
20 North along the West line of lot #468  
21 of Fairfax Second Addition, thence  
22 Westerly along the Northline of lots  
23 #468 & #467 of Fairfax 2nd Addition  
24 to the Southerly projection of the  
25 west line of lot #471 of Fairfax 2nd  
26 Addition, thence on and along said  
27 line to the Southerly Right-of-Way  
28 of McKinnie Avenue; thence East along  
29 said Southerly Right-of-Way to the  
30 Northeast corner of Lot #481 of  
31 Fairfax Second Addition; thence South  
32 along the East line of said lot #481  
33 to the South East corner of said lot;  
thence East along the North lines of  
lots #455 through 448 of Fairfax  
Second Addition to the West right-of-  
way of Bueter Avenue; thence South  
along said W. right-of-way of Bueter  
Avenue to the North right-of-way  
of Senate Avenue;

involvin a total cost of Thirty-Eight Thousand Four Hundred  
Sixty-Four and 85/100 Dollars (\$38,464.85), all as more particu-  
larly set forth in said Contract, which is on file with the Office  
of the Board of Public Works and Safety and is by reference incor-  
porated herein, made a part hereof, and is hereby in all things  
ratified, confirmed and approved. Two (2) copies of said Contract  
are on file with the Office of the City Clerk and are available  
for public inspection, according to law.

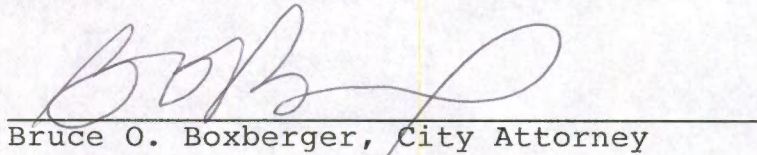


1 Page Two

2 SECTION 2. That this Ordinance shall be in full force  
3 and effect from and after its passage and any and all necessary  
4 approval by the Mayor.

5   
6 \_\_\_\_\_  
7 Councilmember

8 APPROVED AS TO FORM  
9 AND LEGALITY

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11 \_\_\_\_\_  
12 Bruce O. Boxberger, City Attorney

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FOUR SECTIONS  
OF THE ORDINANCE  
WAS NOTED BY THE  
CITY ATTORNEY



Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of White (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 5-27-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Esteban, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
<u>BRADBURY</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 6-10-86

Madeline Esteban  
SANDRA E. KENNEDY, CITY CLERK  
Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-101-86 on the 10th day of June, 1986,

ATTEST:

(SEAL)

Madeline Esteban  
SANDRA E. KENNEDY, CITY CLERK  
Deputy Clerk

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1986, at the hour of 11:00 o'clock A. M., E.S.T.

Madeline Esteban  
SANDRA E. KENNEDY, CITY CLERK  
Deputy Clerk

Approved and signed by me this 12th day of June, 1986, at the hour of 3:00 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



**BOARD OF PUBLIC WORKS and SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*  
(Non-Federally Assisted Construction)**

PROJECT: McKINNIE AVENUE - SENATE AVENUE SANITARY SEWER Contract No. \_\_\_\_\_

CONTENTSResolution No. 896-1985

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/ 1	Schedule
X	S/ 2-S/	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/2	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-11147		
X	GP/1-GP/7	General Specifications and Conditions		
		Detail Standard Construction Standards		
		WPCE Department, City of Fort Wayne		
	EA/1-EA/4	Escrow Agreement		
X	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
X	CO/1-CO/2	Change Order - Specimen Form		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No.	Date

\*\*\*\*\*

BID SUBMITTED

ALL STAR CONSTRUCTION &amp; EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

By: Edward F. FrazIts President

Offer

Date 5/14/86

Bidder agrees to keep bid open for accep-  
tance for \_\_\_\_\_ (90 days unless  
otherwise specified)

Compliance J. AdamsACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works &amp; Safety

David J. KuntRobert R. GinterJames D. Connelley

CITY OF FORT WAYNE

Win Moses, Jr.

Win Moses, Jr., Mayor

# M E M O R A N D U M

TO: BOARD OF PUBLIC WORKS

FROM: Chuck Bailey, Compliance Administrator

RE: McKinnie/Senate Sanitary Sewer  
Resolution #896-85

DATE: May 15, 1986

**RECEIVED**

MAY 15 1986

Water Pollution Control Engr. Dept.  
City-County Building, One Main St.  
Ft. Wayne, Indiana 46802

\* \* \* \* \*

Bids received on the project referenced above, were reviewed by the Compliance staff. All Star Construction, apparent low bidder is the only bidder we found that is not in compliance with MBE/WBE goals. Our records show, as illustrated below, this contractor consistently submits bids with low MBE/WBE commitments because he prefers to do the work with his own forces. Further, this contractor failed to submit Manpower Utilization summaries on the three contracts he was awarded in 1985. We have had two (unproductive so far based on results) meetings with All Star Construction regarding these matters. For these reasons, we do not recommend awarding this contract to All Star Construction, until he modifies the MBE/WBE commitments. Finally, our office recommends this contractor not be awarded future contracts on which he has submitted low MBE/WBE commitments because of these prior instances.

<u>PROJECT</u>	<u>MBE %</u>	<u>WBE %</u>
Doenges Drive Sanitary Sew.	5	1
East State Evangel Assembly of God Pump Station	5	1
Woodhurst/Belmont Storm Sewer	4	2
McKinnie/Senate Sanitary Sewer	5	1

cc: Duane Embury  
Joe Adams



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

- C. The undersigned commits   /   % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>Buypard Bro. Trucking</u>	<u>FT. Wayne</u>	<u>Trucking</u>
2. <u>C.E.L. Company</u>	<u>FT. Wayne</u>	<u>Leasing</u>
3.		

- D. The undersigned commits   5   % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>Ardmore Asphlt.</u>	<u>FT. Wayne</u>	<u>Asphalt</u>
2. <u>West Acres Landscaping</u>	<u>FT. Wayne</u>	<u>Seeding</u>
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: Will Be Doing work with own Forces. Dollar amounts to be subcontracted won't meet the Percentage Goals
2. We have taken the following steps in an attempt to comply with these participation goals: We have Filled all subcontracts with MBE or WBE Companies

(attach additional sheets as necessary)

Contractor ALL STAR CONSTRUCTION & EXCAVATING, INC. Contractor \_\_\_\_\_  
5722 Longford Lane  
Fort Wayne, Indiana 46804  
By Edward [Signature] By : \_\_\_\_\_  
Its President Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The Bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

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2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

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(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.  
5722 Langford Lane  
Fort Wayne, Indiana 46804

Contractor

By

Its

Edward F. Fox  
President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



SCHEDULE

Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

"McKinnie Avenue - Senate Avenue Sanitary Sewer"

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All work will be performed in accordance with: Resolution No. 896-1985 Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 38,464.85 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 180 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before \_\_\_ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ \_\_\_\_\_ price per day for each and every day after \_\_\_ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ \_\_\_\_\_ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.



DATE 4/18/86

[illegible]



IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_ 198 \_\_\_\_.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 14 day of May, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Name of Corporation

By: Edward F. Bass  
President

ATTEST:

EDWARD W. Bass



NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ \_\_\_\_\_

being        % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

---

BIDDER

shall not within \_\_\_\_\_ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

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NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

the contract for said work, and if

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Farn, the President  
\_\_\_\_\_, of ALL STAR CONSTRUCTION & EXCAVATING, INC.  
Position \_\_\_\_\_  
5722 Lafayette Lane  
Fort Wayne, Indiana 46804  
Company

hereby certify:

1. That the Financial Statement of said company, dated the 21 day of November 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 5/14/86

Edward F. Farn  
Signature  
President  
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 14 day of May, 1986...

Sharon M. Rogers  
Notary Public  
Resident of Allen County

My Commission Expires:

9-3-88



NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

ALL STAR CONSTRUCTION & EXCAVATING, INC.  
5722 Langford Lane  
Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. Farn

Subscribed and sworn to before me by  
this 14 day of May, 1986.

Edward F. Farn

My Commission Expires:

9-3-88

Sharon M. Rogers  
Notary Public  
Resident of Allen County

\*\*\*\*\*

Subscribed and sworn to before me by  
this \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County

\*\*\*\*\*

Subscribed and sworn to before me by  
this \_\_\_\_ day of \_\_\_\_\_, 198\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County



CERTIFICATION OF BIDDER/VENDOR

ALL STAR CONSTRUCTION & EXCAVATING, INC.  
5722 Langford Lane  
Fort Wayne, Indiana 46804

The undersigned, on behalf of \_\_\_\_\_,  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of ALL STAR CONSTRUCTION & EXCAVATING, INC.  
\_\_\_\_\_, that ALL STAR CONSTRUCTION & EXCAVATING, INC.  
\_\_\_\_\_,  
5722 Langford Lane  
Fort Wayne, Indiana 46804  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 14 day of May, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.  
5722 Langford Lane  
Fort Wayne, Indiana 46804  
(Name of Bidder/Vendor)

Edward F. Foss President  
(Name and Title of Person Signing)





## BID BOND

Approved by The American Institute of Architects,  
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.  
as Principal, hereinafter called the Principal,  
and THE CONTINENTAL INSURANCE COMPANY  
of New York  
a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held  
and firmly bound unto City of Fort Wayne, Board of Public Works & Safety, One Main  
9th Floor, Fort Wayne, Indiana 46802  
as Obligee, hereinafter called the Obligee,  
in the sum of Five Per Cent (5%) of maximum bid Dollars  
(\$                     ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-  
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 896-85; Senate Ave. Sanitary Sewer

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May A. D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY Edward F. Ross (Principal)  
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carel J. Dunham  
(Witness)  
127 W. Berry  
Fort Wayne, Indiana 46802

Ronald R. Dunham (Surety)  
Attorney-in-Fact (Title)



Bond No.

**PERFORMANCE BOND**

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.  
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,  
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works  
(Here insert full name and address or legal title of Owner)

and Safety, One Main St. 9th Floor, Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_

Thirty Eight Thousand, Four Hundred Sixty Four and 85/100---- Dollars (\$ 38,464.85),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 21, 1986  
entered into a contract with Owner for Resolution 896-85, Senate Ave. Sanitary Sewer

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of May A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)  
(Principal)

BY: \_\_\_\_\_  
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC. THE CONTINENTAL INSURANCE COMPANY (Seal)  
(Surety)

Carol J. Allen  
(Witness)

Robert K. Allen Attorney-in-Fact (Title)



**LABOR AND MATERIAL PAYMENT BOND**

Approved by The American Institute of Architects

A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract  
**KNOW ALL MEN BY THESE PRESENTS:**

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,  
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works  
 (Here insert full name and address or legal title of Owner)

and Safety, One Main St. 9th Floor, Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
Thirty Eight Thousand, Four Hundred Sixty Four and 85/100----- Dollars (\$ 38,464.85 ),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
 jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 21, 1986

entered into a contract with Owner for Resolution 896-85 Senate Ave. Sanitary Sewer

in accordance with drawings and specifications prepared by \_\_\_\_\_

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of May A.D. 1986

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)  
 (Principal)

BY: \_\_\_\_\_

(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)  
 (Surety)

Carol J. Blundin  
 (Witness)

Robert R. Blundin  
 Attorney-in-Fact (Title)



Bond No.

**PERFORMANCE BOND**

Approved by The American Institute of Architects  
A.I.A. Document No. A-311 (Feb. 1970 Edition)

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That ALL STAR CONSTRUCTION & EXCAVATING, INC.  
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY  
(Here insert full name and address or legal title of Surety) as Surety,

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works  
(Here insert full name and address or legal title of Owner)

and Safety, One Main St. 9th Floor, Fort Wayne, Indiana 46802  
as Obligee, hereinafter called Owner, in the amount of Thirty Eight Thousand, Four Hundred Sixty Four and 85/100---- Dollars (\$ 38,464.85),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 21, 1986  
entered into a contract with Owner for Resolution 896-85, Senate Ave. Sanitary Sewer

in accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert full name and address or legal title of Architect)

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The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of May A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)  
(Principal)

BY: \_\_\_\_\_  
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)  
(Surety)

Carol J. Alunhan  
(Witness)

Robert K. Robinson Attorney-in-Fact  
(Title)



# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

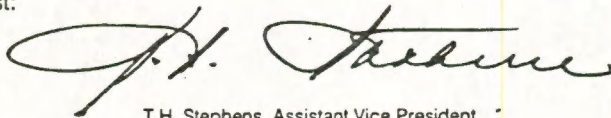
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

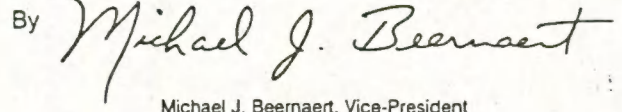
FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

**In Witness Whereof,** THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:

  
T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By   
Michael J. Beernaert, Vice-President



STATE OF NEW JERSEY }

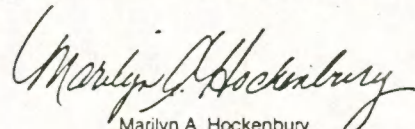
COUNTY OF MIDDLESEX }

ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



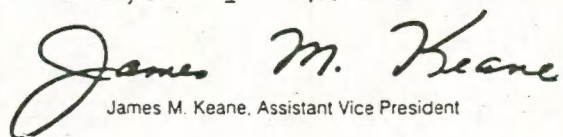
CERTIFICATE

  
Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 21st day of May, 19 86.



  
James M. Keane, Assistant Vice President

TITLE OF ORDINANCE Contract for Res. 896-85, McKinnie Avenue - Senate Avenue San. SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE The Contract for Res. 896-85, McKinnie Avenue - Senate Avenue

Sanitary Sewer is for the elimination of pollution within the immediate area  
as described: Bounded on the South by the Northerly Right-of-Way of Senate Avenue  
thence North along the West line of lot #468 of Fairfax Second Addition, thence  
Westerly along the Northline of lots #468 & #467 of Fairfax 2nd Addition to the  
Southerly projection of the west line of lot #471 of Fairfax 2nd Addition, thence  
on and along said line to the Southerly Right-of-Way of McKinnie Avenue; thence  
East along said Southerly Right-of-Way to the North east corner of Lot #481 of  
Fairfax Second Addition; thence South along the East line of said lot #481 to the  
South East corner of said lot; thence East along the North lines of lots #455  
through 448 of Fairfax Second Addition to the West right of way of Bueter Avenue;  
thence South along said W. right of way of Bueter Avenue to the North right-of-way  
of Senate Avenue. All Star Construction & Excavating, Inc., is the Contractor.

EFFECT OF PASSAGE Improved Sewer conditions at the above location.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$38,464.85

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-86-05-41

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. 896-85, McKinnie Avenue - Senate Avenue Sanitary Sewer, by

and between the City of Fort Wayne, Indiana and All Star Construction

& Excavating, Inc., in connection with the Board of Public Works and

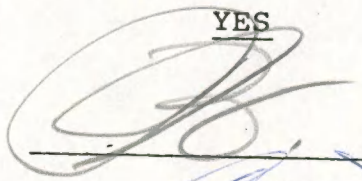
Safety

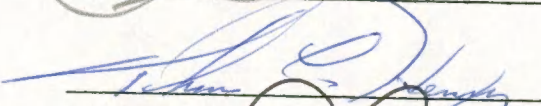
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

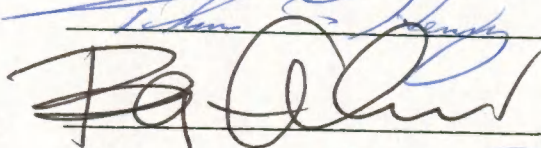
~~RESOLUTION~~

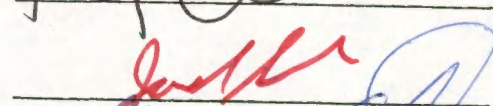
YES

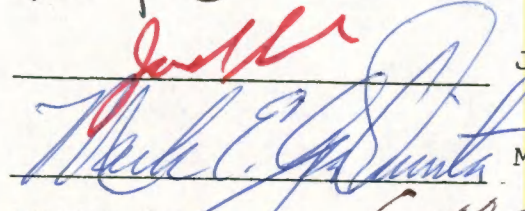
NO

  
PAUL M. BURNS  
CHAIRMAN

  
THOMAS C. HENRY  
VICE CHAIRMAN

  
BEN A. EISBART

  
JAMES S. STIER

  
MARK E. GiaQUINTA

CONCURRED IN 6-10-86

SANDRA E. KENNEDY  
CITY CLERK